

IMPORTANT NOTICE

REGARDING WAGES YOU MAY BE OWED FROM YOUR EMPLOYER AND/OR
FORMER EMPLOYER **HARRIS WATER MAIN & SEWER CONTRACTORS, INC.**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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EDEN PINO, LESTER MONCADA, and :
WALTER ULLOA, on behalf of themselves and all :
others similarly situated, : Case No. 17-cv-5910 (KAM)(RER)

Plaintiffs, :

– against – :

HARRIS WATER MAIN & SEWER :
CONTRACTORS, INC., STEVEN KOHEL, :
individually, and BRETT KOHEL, individually, :

Defendants. :
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TO: All current and former non-exempt crew member/field employees who have worked for Harris Water Main & Sewer Contractors, Inc. at any time since October 10, 2011.

RE: Lawsuit filed against Harris Water Main & Sewer Contractors, Inc., Steven Kogel and Brett Kogel seeking unpaid wages.

I. INTRODUCTION

The purpose of this Notice is to inform you of the existence of a collective action lawsuit; advise you of how your rights may be affected by this lawsuit; instruct you on the procedure for participating in this lawsuit.

This Notice has been Court approved. The Court, however, has not made any rulings or determinations of any kind on the merits of the positions of any of the parties.

I. DESCRIPTION OF THE LAWSUIT

This lawsuit was filed by Eden Pino, Lester Moncada, and Walter Ulloa, alleging that Harris Water Main & Sewer Contractors, Inc., Steven Kogel and Brett Kogel willfully violated the Fair Labor Standards Act (“FLSA”) and the New York Labor Law (“NYLL”) by failing to pay earned wages, failing to pay earned overtime wages, making unlawful deductions from wages, failure to reimburse the costs of required uniforms, failure to launder or maintain required uniforms, failure to compensate employees for the laundering and maintenance of required uniforms, failure to pay earned wages when due, failure to furnish employees with required pay rate notices and wage statements, and retaliation when employees complained about Defendants’ failure to pay earned wages.

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The FLSA claims have a 2 year statute of limitations and a 3 year statute of limitations if Defendants' "willfulness" is established.

Defendants deny Plaintiffs' allegations and deny that they are liable to Plaintiffs for unpaid wages, damages, penalties, costs or attorneys' fees sought.

II. NEW YORK LABOR LAW CLAIMS

A class has not yet been certified for claims arising under the NYLL. Under New York law, you may have claims including, but not limited to, overtime compensation owed (for work performed over 40 hours in a week) that date back to October 10, 2011 (6 years from the filing of the complaint). You will be advised of any additional rights that you may have to recover under New York law in the event that a class is certified by the Court.

III. YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT

If you have worked for Harris Water Main & Sewer Contractors, Inc., as non-exempt crew member/field employee, at any time since October 10, 2011, you may join this lawsuit (by "opting in") by completing and returning the attached "Consent to Become a Party Plaintiff" form to Plaintiffs' counsel at the following address:

TARTER KRINSKY & DROGIN LLP
1350 Broadway, 11th Floor
New York, NY 10018
Phone: (212) 216-8000
Email: HarrisLawsuit@tarterkrinsky.com

Your completed "Consent to Become a Party Plaintiff" form must be postmarked or returned to Plaintiff's counsel by [INSERT DEADLINE – 60 DAYS FROM DATE OF MAILING]. If your completed "Consent to Become a Party Plaintiff" form is not postmarked or returned to Plaintiffs' counsel by [INSERT DEADLINE – 60 DAYS FROM DATE OF MAILING], you may not be able to participate in this lawsuit.

IV. NO RETALIATION PERMITTED

Federal law prohibits Harris Water Main & Sewer Contractors, Inc., Steven Kogel, and Brett Kogel from discharging or in any other manner discriminating or retaliating against you because you "opt-in" to this case, or have in any other way exercised your rights under the FLSA or the NYLL. This means that Harris Water Main & Sewer Contractors, Inc., Steven Kogel, and Brett Kogel cannot fire you, demote you, transfer you, reduce your work schedule, or reduce your rate of pay because you "opt-in" to this lawsuit.

V. EFFECT OF JOINING OR NOT JOINING THIS LAWSUIT

If you choose to join this lawsuit, you will be bound by any judgment (whether it is favorable or

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unfavorable). If you choose to join this lawsuit, you may be required to participate in written discovery, submit to a deposition, and/or testify at trial.

Plaintiffs' counsel is being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees paid to Plaintiffs' counsel. If there is a recovery, Plaintiffs' counsel may receive a part of any settlement obtained or money judgment entered in favor of Plaintiffs and any class or collective that is certified.

If you sign and return the "Consent to Become a Party Plaintiff" form, you are agreeing to designate Plaintiffs' counsel as your agent to make decisions on your behalf concerning this lawsuit, the method and manner of conducting this lawsuit on behalf of Plaintiffs, and all other matters pertaining to this lawsuit. These decisions and agreements made and entered into by the representative Plaintiffs will be binding on you if you join this lawsuit.

You also have the right to retain your own attorney. If you do so, your attorney must file the "Consent to Become a Party Plaintiff" form for you by [INSERT DEADLINE – 60 DAYS FROM DATE OF MAILING].

If you do not wish to be part of this lawsuit, you do not need to do anything. If you do not join the lawsuit, you will not be part of the federal claims portion of this case in any way and will not be bound by the result (whether favorable or unfavorable). Your decision not to join this lawsuit will not affect your right to bring a similar case on your own. However, claims under the FLSA must be brought within 2 years of the date the claim accrues, unless it is established that the employer's actions were "willful," in which case the claims must be brought within 3 years.

VI. FURTHER INFORMATION

For further information about this notice, the deadline for filing a Consent to Become a Party Plaintiff form, or answers to questions concerning this lawsuit may be obtained by writing, phoning or emailing Plaintiffs' counsel at the contact information listed below.

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VII. CONCLUSION

This Notice and its contents have been authorized by the United States District Court for the Eastern District of New York, The Honorable Ramon E. Reyes, Jr., United States Magistrate Judge. The Court has taken no position in this case regarding the merits of the Plaintiffs' claims or the Defendants' defenses. Do not telephone the Court regarding this Notice.

Dated: _____, 2018